

## **APPENDIX AZ**

### **TENDER OF SERVICE**

#### **PERSONAL PROPERTY HOUSEHOLD GOODS AND UNACCOMPANIED BAGGAGE OMB 0702-0022 (31 May 90)**

### **PART I - QUALIFICATION**

#### **A. GENERAL**

1. Gender. The first person singular pronoun is used throughout this Tender of Service and refers to a person, partnership, or corporation submitting such tender.

2. Tender of Service.

a. I understand that both this Tender of Service and Rate Solicitation are binding.

b. I will submit to the Commander, Military Traffic Management Command (MTMC), Attn: MTOP-QQ, 5611 Columbia Pike, Falls Church, VA 22041-5050, the Tender of Service Signature Sheet certifying that I have read and understand the terms and conditions and agree to provide service as set forth in this Tender of Service. I will retain the actual Tender of Service for my files.

c. As required on the Tender of Service signature sheet, I agree to either certify that I am not under common financial and administrative control with any other carrier(s) or forwarder(s) or to provide a list of the carrier(s) or forwarder(s) with which I have a common financial and administrative control relationship. As used herein, the term "common financial and administrative control" means the power, actual as well as legal, to influence the management, direction, or functioning of a business organization. Circumstances surrounding organization or operation which may, but do not always, result in a common financial and administrative control relationship include the following:

- (1) Majority or minority ownership.
- (2) Familiar relationships.
- (3) Voting of securities.
- (4) Common directors, officers and/or stockholders.

- (5) Voting or Holding trusts.
- (6) Associated companies.
- (7) Contract or debt relationships.

d. I understand that submission of this Tender of Service signature sheet, hereafter referred to as tender, is a prerequisite to my consideration for Department of Defense (DOD) approval for the movement of personal property; that it does not obligate the Government in the distribution of traffic; and that such submission indicates that I consider myself to be qualified, willing, and able to accept shipments from military activities and seek such shipments under the terms set forth herein. I will be notified of changes to the tender by certified mail. Changes, additions, and deletions are effective upon receipt of notification unless specifically stated otherwise.

e. I agree to comply with all requirements of the carrier's qualification program as prescribed by HQ MTMC.

### 3. Operating Authority.

a. I certify that I hold all necessary operating authority issued in my name, from appropriate regulatory bodies, for the transportation of personal property and will provide copies of each authority to the HQ MTMC, Attn: MTOP-QQ; or that I am exempt from such regulatory certificate by operation of law or order of an appropriate regulatory body and, in addition to tariff and legal requirements, agree to the provisions of this tender.

b. I agree to provide service to all areas contained in my operating authority from those installations where I have filed a letter of intent (LOI), except that in filing an LOI, I will not be required to offer services to destination areas which involve gateways requiring circuitous routing that would increase the distance from points of origin to points of destination of a shipment to an extent which would cause the required delivery date (RDD) to be missed. Failure to provide service to all areas covered by my LOI, as evidenced by a continuous pattern of selectivity as to shipments accepted, or continuous refusal of shipments to specific destination areas, may be grounds for suspension and possible return of my LOI.

### 4. Surface/Aerial Port Agents.

a. I understand and agree that the facilities of CONUS and overseas surface/aerial port agents meet national/host country standards and codes with respect to fire safety, prevention and protection requirements; storage of combustible materials; and are utilized in accordance with generally accepted warehousing practices. Facilities are subject to inspection by competent authority; if facilities are found unsatisfactory, I will be

subject to nonuse until deficiencies are correct or shipment is moved to an acceptable facility.

b. I will submit copies of surface and aerial port rosters in the following manner:

(1) A copy of CONUS surface and aerial port terminal agents to both HQ MTMC and MTMC area commands.

(2) A copy of overseas surface and aerial port terminal agents to HQ MTMC.

(3) A copy of overseas general agents (if applicable) to HQ MTMC.

NOTE: The surface and aerial port rosters will be updated annually. Changes in names, locations, and telephone numbers will be submitted as they occur, to the HQ MTMC, Attn: MTPP-C, 5611 Columbia Pike, Falls Church VA 22041-5050 and MTMC area commands.

5. Agency Facilities. I certify that the facilities of CONUS origin agents listed in the attachment to this tender have been inspected by a responsible representative of my company and that such facilities meet the standards of my company, the facilities, equipment, communications, e.g., telephone, teletype, intercom, etc., and personnel of my agents are separate and distinct from any other household goods carrier's agent.

6. Cargo Insurance. I shall provide a certification of cargo insurance reflecting coverage on a continuous basis in at least the amounts shown below to cover my legal liability. The certificate will contain the statement that the insurance company shall provide the Commander MTMC, Attn: MTOP-QQ, a 30-day written notice of any change, expiration, or cancellation of said policy. The underwriter of cargo insurance must have a policyholder's rating of "A" or better in current issue of Best's Insurance Guide. The Certificate shall be prepared with original signatures and provided to the Commander, MTMC, Attn: MTOP-QQ. The following is the minimum cargo liability coverage required:

	Amount Per Shipment	Amount Per Aggregate Losses/ Damages at any one place and time
Domestic	\$10,800	\$150,000
International	\$10,800	\$150,000

7. Financial Information.

a. I will provide financial data, when requesting initial approval from MTMC to participate in DOD traffic, at the discretion of MTMC considered necessary to assure satisfactory performance and avoidance of carrier/forwarder financial problems including but not limited to the following, individually, or in combination:

(1) Company certified financial statements.

(2) CPA review/audit (including footnotes) of financial statements.

The form, content, and format of each of the foregoing or combination thereof, is reserved to the discretion of MTMC.

b. After I have received DOD approval, I will, upon request of the HQ MTMC, provide information on financial and operational matters. Data will be in the manner, form, and content determined necessary by MTMC to resolve questions concerning my qualifications to remain a DOD-approved carrier. Financial data will be restricted to the balance sheet, profit and loss statement, and net worth statement for the last two taxable years. Company records and supporting documentation relating to such questions will be made available for examination by MTMC representatives at the office of the company during normal business hours.

**B. INTERNATIONAL** (Also see Rate Solicitation)

8. Agency Facilities.

a. When granted new approval by MTMC, I understand that I will submit a LOI directly to the overseas TO not later than the initial filing deadline specified in the applicable solicitation letter. When requested by the TO, I shall furnish a signed Certificate of Agency Agreement. If my agent's facility is already approved, the TO will accept my LOI. If my agent's facility is not currently approved, I understand the TO will inspect the facility and approve or disapprove. Should the agent's facility not be adequate to support services offered, the TO will retain my letter of intent and notify the Commander, MTMC, of specifics. I understand that the Commander, MTMC, will place my company non-use for the entire rate area until I obtain a qualified agent to represent my company or until the deficiency of my agent's facility is corrected. If I fail to take proper action by the next initial rate-filing deadline, I understand that MTMC will withdraw my approval and advise the TO to return my LOI.

b. If I find it necessary to change agents, I will immediately advise the TO. I understand the TO may accept revised LOI, or CAA, signed by all parties, when my new agent's facility is currently approved. If my new agent's facility is not currently approved, I understand the TO will inspect the facility, make appropriate recommendations to the

overseas commander and HQ MTMC, and await final approval from MTMC before accepting the LOI.

## **PART II - MUTUAL AGREEMENT/UNDERSTANDING**

### **A. GENERAL**

9. Service. I will perform prudent traffic management to provide service in accordance with the provision of this tender.

10. Through Responsibility.

a. All shipments tendered to me will be moved under my responsibility from origin to destination.

b. As part of my through responsibility, I understand that if through my fault or that of my agent, I ship the wrong property or all or a portion of a shipment is sent to the wrong destination, I will be responsible for the return of the erroneous shipment and movement of the correct property to the member's destination at my expense. Movement will be by an expedited method when the member is in need of the property as ordered by TO.

c. I understand that I will not be liable for movement costs for shipments released in error by a contractor, TO, owner or owner's agent.

d. If I am unable to perform in such a manner as to complete the through movement of a shipment in a timely manner, the government may take possession of the property and complete movement. I understand that I will be liable for all additional costs incurred by the Government which are excess to those costs which would have been incurred by me or my agent if I had maintained total through movement of the shipment.

11. Termination of Shipment. I understand that a shipment may be terminated at any time deemed appropriate by the PPSO. Such termination will not constitute a diversion. The point of termination will become the destination point, and all rates and charges will be computed accordingly.

12. Pickup at or Delivery to a Military Terminal. When I have been notified that an entire shipment is available for pickup at a military terminal (air or surface), I will pick up the shipment as soon as possible, but not later than one (1) workday for military air terminals and not later than five (5) working days for military water terminals from date of receipt of notification. If the shipment is not removed within that period, the terminal TO has the option of charging storage in accordance with the rate tender beginning on the second or sixth day, as appropriate, and/or terminating the PPGBL and issuing a new PPGBL for onward movement by the same or a different mode/method of transportation.

Upon delivery of a shipment to a military air or ocean terminal, I agree to provide the terminal TO with a memorandum copy of the PPGBL describing the shipment.

13. Tracing Shipments. I shall trace a shipment or missing items upon request from an TO or the property owner and agree to acknowledge such request and make a prompt report to the requester as to the location of the shipment within 24 hours for domestic shipments and 120 hours for international shipments.

14. Removal of Property from Facilities Disapproved by TO. When my facilities or the facilities of my agent are disapproved for further use, and it is considered necessary by the TO to remove the personal property to prevent damage or contamination, I will immediately remove the property to a DOD-approved warehouse. The costs of such removal will be at no expense to the government or the member.

15. Loss or Damage/Inconvenience Claims.

a. Claims for Loss or Damage. I agree to pay, decline, or make a firm settlement offer in writing to the claimant within 120 days after receipt thereof. If denial of any claim is based on an exception sheet, such will be provided the claimant along with any other evidence pertaining to the value of the claim. If the claim is not settled within the 120-day period, I will, at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for delay in making final disposition. I will report to the origin TO the final action taken, including date and total amount of the settlement.

b. Inconvenience Claims.

(1) I hereby reaffirm that it is my responsibility to pickup and deliver personal property shipments on the agreed date. My failure to do so can cause serious inconvenience to Department of Defense (DOD) civilian employees and military members and the member's family, and can result in the expenditure of funds by the member for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.

(2) I agree to acknowledge receipt of an inconvenience claim filed by a member or an installation TO within 15 calendar days from the date of receipt. I further agree to reimburse the civilian employee and military members for out-of-pocket expenses which result from my failure to offer the shipment for delivery on or before the required delivery date as stated on the Government Bill of Lading (GBL) or correction notice thereof, except for delays caused by acts of God, acts of the public enemy, acts of the Government, acts of the public authority, violent strikes, or mob interference. The member shall document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges shall be computed from the day after the required delivery date specified on the PPGBL as the RDD or GBL correction notice thereof or the

date following the day the member obtains quarters, whichever date is the latest, and will be payable through the day of actual delivery of the shipment.

(3) Expenses: Out-of-pocket expenses are all expenses incurred by a military member or DOD civilian employee and their family members because they are not able to use the items in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals, laundry service, furniture and/or appliance rental, to include rental of a television or other similar expenses such as towels (2 per person) pots, pans, paper plates, plastic knives, plastic spoons, plastic forks, paper and/or plastic cups, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited.

(a) I agree to pay the member within 30 calendar days of the submission date and will report to the destination TO, with a copy to HQ MTMC, ATTN: MTOP-QEC, of the final action taken, to include the date and total amount of settlement. In the event of a disputed claim, I may, within the 45-day period of receipt of the claim, appeal the case to the destination TO. Every effort will be made to resolve the dispute. However, should I disagree with the decision of the TO, I may appeal the case to HQ MTMC. I understand the decision of HQ MTMC is final and the claim must be settled within a total of 75 days of the submission date. Failure to acknowledge and/or settle a valid inconvenience claim may be cause for my company to be disqualified from participation with the DOD. Additionally, I understand that should I fail to settle a valid inconvenience claim, set-off action will be taken against my company by the appropriate claims office/finance office. I am not responsible for payment of an inconvenience claim when a shipment is ordered in storage-in-transit (SIT) at destination, regardless of the required delivery date (RDD), unless the need for SIT is a direct result of my failure to effect delivery of the shipment by the required delivery date and the member was officially ordered away from the area at the time delivery was available. I agree to reimburse the member through the day prior to the member's departure from the area.

c. Strikes, Port Congestion, Fires, Pilferage, Vandalism, and Similar Incidents.

(1) In the event of incidents of major significance which produce significant loss, damage or delay resulting from strikes, port congestion, fires, pilferage, vandalism, and similar incidents, I will notify the destination TO and the appropriate MTMC component by electrical transmission (TWX or TELEX) of the incident not later than the first working day upon discovery. If the incident occurred en route to final destination, I will notify the TO responsible for the area where the incident occurred in addition to the destination TO. A copy of the electrical transmission will also be promptly mailed to the origin TO. In addition, I will provide the following information within 5 working days after the incident or discovery thereof, by electrical transmission (TWX or TELEX) or mailgram to the appropriate MTMC component with a copy to the HQ MTMC, ATTN: MTOP-QEC, Falls Church VA 22041-5050, the origin and destination TO and, when applicable, the TO responsible for the area where incident occurred.

- (a) Type of incident.
- (b) Location of incident.
- (c) Last name, first name, MI, grade, service, and SSAN of shipper.
- (d) PPGBL number and date issued.
- (e) Code of service.
- (f) Origin TO.
- (g) Destination TO.
- (h) Date shipment received by carrier.
- (i) Required delivery date (RDD).
- (j) Date and time of incident or discovery thereof.
- (k) Amount of loss and extent of damage.
- (l) Current status of shipment(s), including new ETA.
- (m) Name of vessel or flight and tail number of aircraft (if applicable).
- (n) Location of the shipment(s) (i.e., port and pier location) and date vessel arrived or warehouse location or air terminal, plus the container owner's name and serial number of sea container, if applicable.

(2) I will furnish addressees reports of significant changes in the status of shipments, as they occur, by electrical transmission (TWX or TELEX) or mailgram. An after action report which provides a final assessment of the loss or damage incurred, the delays encountered, and the final disposition of the personal property shipments involved may be mailed to addressees.

### **PART III - PERFORMANCE REQUIREMENTS**

#### **16. Pickup and Delivery Dates.**

a. When a shipment is accepted at origin, I agree to meet the specified pickup date and shall deliver the shipment on or before the RDD as stated on the PPGBL. Pickup may be performed by the carrier's local agent with transfer to line-haul van at the carrier's



origin terminal facility. Shipments will not be scheduled by the carrier or the TO for pickup or delivery on Saturdays, Sundays, or U.S. holidays unless there is a mutual agreement between the member, the TO, and the carrier. The origin TO will not establish an RDD on Saturdays, Sundays, or U.S. holidays. I agree that I will not begin pickup or delivery at the member's residence before 0800 hours or after 1700 hours without prior approval of the TO or the member. I further agree that I will not begin any service that will not allow completion by 2100 hours again without prior approval of the TO or the member.

b. Pre-Move Survey

(1) I agree to perform residence pre-move surveys on domestic shipments estimated at 4,700 pounds or more, and/or international shipments estimated at 3,200 pounds or more, at origin points within a 50-mile radius of my nearest agent facility. I understand this requirement will apply to only those shipments on which I am provided a minimum of 5 working days advance notice of the pickup date requirement. I further understand the TO may waive this requirement if a pre-move survey is not requested by the property owner and/or if the TO determines this service to be unnecessary or impractical.

(2) I agree that telephone contact pre-move surveys will be made, as a minimum, for shipments of lesser weights than indicated above, or for shipments with origin points exceeding 50 miles of my nearest agent facility.

c. I agree, upon receipt of the three copies of the Transportation Control and Movement Document (TCMD) from the origin shipping office, to fill in blocks 22, 23, and 24 with the actual pieces, weight, and cube data. If for some reason obtaining actual data will delay transmission of TCMD's beyond the specified transmission time frames an estimated weight and cube data is authorized on personal property shipments from commercial vendors. When estimated data are used the pieces field must be annotated with "EEEE". Upon providing this actual or estimated information to the origin shipping office, I agree not to move the shipment until a release is issued by the origin shipping office. Upon receiving the release, I will place one copy of the TCMD in a waterproof pouch (marked for the outloading air and water terminal) on the number one container, present a copy to the receiving office at the air or water terminal and retain a copy for my own use.

d. I agree to notify the destination TO of the arrival of containerized shipments within 1 workday after arrival at my agent's facilities. In addition, I will effect delivery-out services as follows:

(1) For shipments which arrive before the RDD, I agree to deliver to the member or member's agent by the RDD.

(2) For those shipments which arrive after the RDD, I agree to deliver in accordance with the TO's instructions.

e. When I know for any reason it will be impossible for me to have the shipment at destination on or before the RDD, I will notify both the origin and destination TOs at the earliest practicable time, advising the last known location of the shipment and furnishing an estimate of the delay expected beyond the RDD. The medium of communication to be utilized in notifying the TO will ensure that the notification reaches the destination TO before expiration of the RDD. As a minimum, the following information will be provided:

- (1) Last name, first name, grade of the member.
- (2) Origin and destination of the shipment.
- (3) RDD.
- (4) Last known location of the shipment.
- (5) Cause for delay.
- (6) New ETA.

f. When a shipment arrives at destination on a normal workday, I agree to notify the TO before delivery/attempted delivery of household goods to the residence in accordance with the instructions specified on the PPGBL. In the event the shipment arrives at the destination on a weekend or holiday, I may contact the member to ascertain if delivery can be made. If the member can accept the shipment, I will obtain approval of the destination TO or staff duty officer or, in the case of an Air Force installation, the transportation duty officer, and will advise the TO of delivery on the next workday. In the event delivery cannot be accomplished, I agree that only the government-approved storage facility receiving the shipment for SIT will request approval for SIT.

g. When a shipment is scheduled for pickup from the residence or for delivery out of SIT to the residence, I agree to provide information on the afternoon preceding scheduled pick up as to whether the service will be performed in the morning (0800 to 1200) or in the afternoon (1200-1700) of the following day. This data will be based upon the best information available and will be provided upon telephone request of either the TO or the member. This provision does not apply when direct delivery was authorized by the origin TO or when delivery can be arranged upon arrival of the line-haul van in the destination area.

#### 17. Preparation of Articles.

a. All articles having surfaces liable to damage by scratching, marring, soiling, or chafing will be wrapped at time of loading at residence in textile or paper furniture pads, covers (other than burlap), or other acceptable wrapping materials. When storage of these articles is necessary, they will be afforded the same protection against damage.

b. Items of unusual nature such as, but not limited to, wall units, water beds, grandfather clocks, hot tubs, pool tables, pipe organs and satellite dishes may require special service by a third party. This third party service (to include disassembly/assembly) will be approved by the TO. Payment for the services of a third party will be in accordance with the applicable Rate Solicitation.

c. I agree to disassemble at point of origin all items of personal property which, in the judgment of the carrier, require disassembly to ensure safe delivery at destination, except swing sets, other playground equipment, television and radio antennas, and similar articles. Items disassembled by the carrier will be shown in the remarks section of the household goods descriptive inventory form as disassembled by carrier (CD). Items disassembled by the member will be shown in the remarks section as disassembled by owner (DBO). Carrier labor charges or third party service for the disassembly/assembly will be approved by the TO.

d. All nuts, bolts, screws, small hardware, and other fasteners removed from articles by the carrier in the preparation for shipment will be placed in a cloth bag, or similar durable container, and securely attached to the article from which removed.

e. Legs or other articles removed from furniture will be properly wrapped, bundled together, and identified, e.g., dining room table legs, six each, and listed as a separate item on the inventory.

f. I am not required to remove/place property from/in an attic, crawl space or similar storage area and am not required to go into areas that:

- are not accessible by a permanent stairway (does not include ladders of any type);
- are not adequately lighted;
- do not have a finished floor; or
- do not allow a person to stand erect.

## 18. Packing Requirements.

a. Packing. All packing will be accomplished in accordance with provisions of this section. The carrier is liable and responsible for all packing. The carrier has the responsibility to inspect all prepacked goods to ascertain the contents, condition of the contents, and that only articles not otherwise prohibited by the carrier's tariff/tender are contained in the shipment. Furthermore, when it is determined by the carrier that goods require repacking, such packing will be performed by the carrier. In all cases, the inventory will reflect carrier packed (CP) with the carrier entitled to bill for the total charges for each container on the inventory subject to the limitations of MAXPAK.

b. Materials. All materials referred to in this chapter shall be new or in sound condition. The use of damp, wet, or unclean packing materials is prohibited. If the material is not new, all marks pertaining to any previous shipment will be completely obliterated, and all material will be free of any substance injurious to the articles being packed or to the owner. New material must be used for packaging mattresses, box springs, linens, bedding, and clothing. Cubic measurements will be indicated in a conspicuous location on all carrier-packed containers.

c. Boxes. Wood or fiberboard boxes used will be as follows: wood cleated fiberboard, wood cleated plywood, nailed wood, corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood, or solid fiber and will be well manufactured and free from imperfections which may affect their utility. Size and spacing of nails will be in accordance with the best commercial practice. All unclenched nails will be either cement-coated or chemically etched.

d. Cartons. Cartons of solid or corrugated fiberboard may be used for packing linens, books, bedding, lampshades, draperies, or other similar articles. After packing, cartons must be glued or sealed by taping lengthwise at the joint on top and bottom. The side walls and ends of the corrugated or solid fiber cartons will be of a minimum average bursting strength of 200 pounds per square inch. The inside dimensions of the carton, length, width, and depth totaled, will not exceed 75 inches, with a weight limitation of 65 pounds. All corrugated and fiberboard cartons shall be stamped with a manufacturer's certificate indicating name of manufacturer, bursting strength, minimum combined weight of facings, size limit, gross weight limit, and information indicating type of carton (single wall, double wall, etc.). Cartons lacking a certification are not authorized for use on personal property shipments. Egg crates, fruit or vegetable crates, tea crates, and similar-type boxes will not be used. Wooden crates may be used instead of cartons when the TO determines that their use is necessary to assure protection and safe transportation of the articles.

e. Barrels, Fiber Drums, and Cartons. Wood barrels, fiber drums, or cartons with a capacity of not less than 5 cubic feet (not applicable under all inclusive rates) are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile

articles. When packing of fragile items has been completed and space is left in a dish pack, such space may be used for packing other light items. These containers will not contain more than 120 pounds and will have a side wall bursting strength of a minimum average of 350 pounds per square inch. Corrugated containers may be used instead of barrel or drum-type containers. The side walls and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal and vertical girths will be not less than 157 inches for wooden barrels, fiber drums, or other drum-type containers. The cube of corrugated containers will be determined by actual measurements. All barrels or fiber drums will be securely headed and marked "This End Up."

f. Filler Material. Good quality wood excelsior pads, wood wool excelsior pads, shredded paper pads, cellulose (bubble pack, etc.) cushioning material, fiberboard, corrugated fiberboard, unicellular polypropylene foam, unprinted newsprint, or kraft paper will be used as a filler.

g. Padding. New and good quality used-wood excelsior pads, unicellular polypropylene foam, shredded paper pads, or other equally suitable material will be used when required.

h. Wrapping. Wrapping paper or unicellular polypropylene foam will be new, clean, and appropriate for the purposes intended. Each item of silverware, silver ornamentation, or brass that is not coated to prevent tarnishing will be completely wrapped in unicellular polypropylene foam or nontarnish tissue paper.

i. Paper, Waxed or Treated. All waxed paper used will be manila wax or equivalent. Treated paper may be used if it is "butcher" type paper.

j. Unicellular Polypropylene Foam. All unicellular polypropylene foam wrapping material will be new, clean, and will conform to Federal Specification PPP-C-1797.

#### 19. Manner of Packing.

a. All packing by the carrier will be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to container or contents, and at a minimum of weight. Further, the number and weight of containers will not be greater than necessary to accomplish efficient movement. At the property owner's request, articles such as stereo type equipment will be packed in original containers by the carrier, when furnished by the owner, provided the containers are considered in good condition for shipping purposes.

b. Books. Books will be placed in cartons. All books of similar size will be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill

out the carton and prevent chafing. Books normally will be packed not more than 2 rows high in a carton.

c. Chinaware, Glassware, Crockery, Lamps, Clocks, Jardinieres, Statuary, Vases, and Bric-a-Brac. Use of clean type or other modern method (not requiring the use of excelsior or shredded paper) of packing is required for the packing of glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles.

d. Electrical Equipment-Stereo Components, Fans, Heaters, Portable Stoves, Sunlamps, and Like Items. When necessary to protect electrical equipment for safe transportation or SIT, such equipment will be completely wrapped in paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact of one article with another and to eliminate movement of any article in the container. When packing in a carton is not necessary, the items will be properly wrapped and padded for protection.

e. Kitchenware. All kitchenware will be packed and padded into cartons.

f. Linens, Clothing, Draperies, and Like Items. Small, lightweight, unbreakable items, e.g., clothing items, certain linens, items already in drawers may remain in drawers instead of being removed and packed. (Lightweight items being defined as those of lightweight, and normally kept in drawers). When not considered as safe for carriage in drawers, chests, dressers, trunks, etc., these and similar items will be packed carefully into regular cartons which will be properly sealed at residence. Clothing normally on hangers in closets and draperies will be packed in wardrobes subject to the following:

(1) Upright wardrobes will be used for Code 1 shipments. (Exception for final line-haul delivery out of nontemporary storage, the wardrobe used for storage is acceptable and no transfer is necessary).

(2) Flat wardrobes will be used for all containerized shipments, except when upright wardrobes are requested by the service member.

(3) Hangers will be removed from clothing packed in flat wardrobes.

g. Mirrors, Pictures, and Paintings (Glass-Faced or Other Than Glass-Faced Paintings), Glass or Stone Table Tops, and Similar Fragile Articles Requiring Crating or Similar Protection. These articles will be wrapped and packed in a crate or a fiberboard carton. When more than one article is packed in any one crate or carton, a divider will be provided. No more than four articles will be packed in any one crate or fiberboard carton. Stone table tops will be packed separately. Small pictures, paintings, mirrors, and other similar articles of this type will be packed in cartons and will be properly sealed at residence. I understand that, prior to performing crating services for shipments moving in domestic Codes 1 and 2, I will obtain authorization from the TO. I further understand

that crating authorization is not required for shipments moving in ITGBL Codes 4, 5, 6, or T and 7, 8, or J, since packing and crating services are included in the transportation single factor rate.

h. Lampshades, Ornaments, and Toys. All lampshades, ornaments, small toys and other small items easily crushed will be wrapped and placed in cartons and will be insulated from the carton walls and from other items. Lampshades will be wrapped individually with new paper or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damage.

i. Mattresses. Mattresses will be placed in new mattress cartons at the residence and sealed with tape. All cartons used will have a minimum average bursting strength of 200 pounds per square inch.

j. Rugs. Rugs and rug pads will be properly rolled (not folded) for shipment and will not be subsequently folded or bent to an extent that may cause damage to the rug.

k. Appliances. Each appliance serviced will be appropriately labeled to indicate that it must be serviced at destination before use (reversing the process performed at origin).

l. Washers. Washers requiring servicing will be secured with washer kits, washer packs, washer locks or special plastic inserts. The use of sheet fiberboard/cardboard is prohibited.

m. Surfaces. All finished surfaces will be protected so as to prevent scratching or marring.

n. Bicycles--For Containerized Shipments. When shipped as a separate item, bicycles shall be packaged and packed in the following manner: The handle bar shall be loosened, lowered, turned at a right angle from their usual position, swung downward and retightened. Wheels or mechanisms shall not be removed or disassembled from the frame. Pedals shall be removed and secured on edge forward of the seat post or above the back fender. Before placement into the carton, the bicycle will be wrapped with protective wrapping and padding. Empty areas in the container will be filled to prevent shifting or movement during transit. The container must be constructed or fabricated in a manner which will accept the bicycle without removal of the front or rear wheel assemblies.

20. Preparation of Inventory. Preparation of the inventory will be in the same manner of and in compliance with the requirements set forth in Part III, paragraph 24, of this tender. An automated inventory may be used if completed at the place of pickup as long as the appropriate data are recorded, and copies provided as required. The inventory of the shipment will bear the signature of the member, the members agent, or the TO,

together with the signature of my representative certifying to its accuracy and completeness.

21. Split Shipments. If it is necessary to split a shipment for the linehaul movement, the established RDD is applicable to all parts of the shipment. A separate inventory for Code 1 shipments will be prepared for overflow items, one copy dispatched immediately to the origin TO and one copy to the property owner at time of delivery.

22. Documents Provided the TO. As soon as possible, but not later than 7 workdays after the date of receipt of shipment as indicated in item 7 on the PPGBL or receipt of the PPGBL, whichever is the later, I shall furnish the origin TO the following:

- a. One memorandum copy of the PPGBL annotated with the gross, tare, and net weights. For containerized shipments, I will also indicate the total number of containers and the gross cube of the shipment.
- b. One copy of DD Form 619 itemizing the accessorial services performed at origin.
- c. One legible copy of the household goods descriptive inventory.
- d. One legible copy of the weight tickets signed by the person performing the weighing and must contain the information required by the domestic and international rate solicitations. If the shipment is to be delivered prior to the submission of the aforementioned documents, the origin TO will be advised of the weight of the shipment by telephone or other appropriate means prior to delivery.

23. Documents Provided the Member.

- a. At the time of pickup, I shall furnish the member or the member's agent:
  - (1) Consignee's memorandum copy of the PPGBL (SF 1203/1203B).
  - (2) A legible copy of the Household Goods Descriptive Inventory.
  - (3) One legible copy of DD Form 619 (if applicable). **Exception:** For shipments originating from nontemporary storage, I will furnish the member the consignee's memorandum copy of the PPGBL, a legible copy of the Household Goods Descriptive Inventory, and a legible copy of the DD Form 619 (if applicable) at time of delivery to residence at destination. When such shipments require SIT at destination, I will furnish the destination TO the member's copy of each of the above documents at the time SIT is authorized.
- b. At the time of delivery, I shall furnish the member or the member's agent:



(1) A legible copy of the DD Form 619-1 if SIT, reweigh services or other accessorial services are performed en route or at destination.

(2) Three (3) copies of the DD Form 1840 with recorded damage/loss identified on the form, as applicable.

24. Inventory. I agree to:

a. Prepare an accurate, legible household goods descriptive inventory (Figure AZ-1), (automated inventories or similar documents which provide equal or better information are acceptable) in coordination with the member or the member's agent. When an article is packed in the original container by the carrier, the inventory will indicate the type of article and will be shown as "CP", packed by the carrier.

b. Use extreme care in listing articles of furniture and packing containers.

c. Identify containers by type and cube with an indication of general contents, e.g., linens, pots, and pans, etc., 2 cubic ft.

d. Avoid the use of words such as "household goods" or other general descriptive terms in the preparation of the inventory.

e. List and describe item(s) of property to the extent necessary to properly identify it (them).

f. Ensure that my representative will use diligence to record any unusual conditions and that special care will be exercised to ensure that the inventory reflects the true condition of the property. The "Exception Symbols" and "Location Symbols," as shown on the Household Goods Descriptive Inventory (Figure AZ-1) will be used to describe the conditions, such as marred, scratched, soiled, worn, torn, gouged, and the like. If the condition of any article contained in the shipment is such that the use of one or more exception symbols is unnecessary, the omission of these symbols will indicate good condition except for normal wear.

g. Ensure that the terms "professional books," "professional papers," "professional equipment," "professional books, papers, and equipment," or "consumable items" shall be used to identify such articles on the inventory, together with the cube and weight of the container; a line entry item for each container; e.g., carton PB 6 cubic ft., 150 lbs. These items identified by the member will be separated from other items of the shipment, weighed separately, and placed in separate boxes or cartons to provide safe transportation. The weight of the PBP&E and consumables shall be inserted in block 28 of the PPGBL. When it is impossible or impractical to weigh the PBP&E or consumables, a constructive weight, based on 40 pounds per cubic foot, shall be used.

- h. List on the inventory the general contents of dressers or chests of drawers, packed by the carriers.
- i. Mopeds and motorcycles will be annotated on the inventory as one line item listing the serial number, make, and odometer reading.
- j. Each POF will be annotated on the inventory by make, model, caliber, or gauge and serial number.
- k. Annotate the inventory to show any overage, shortage, and damage found, including visible damage to external shipping containers each time custody of the property changes from a storage contractor (warehouse man) to a carrier or from one carrier to another.
- l. For shipments moving in door-to-door container service, if the TO permits the carrier to partially containerize a shipment at the warehouse, each item removed from the residence will be annotated on the inventory as containerized at warehouse (CW).
- m. Secure from the storage contractor two legible copies of the nontemporary storage inventory and I will, in conjunction with the storage contractor, check each item of the storage lot in accordance with such inventory. If, at the time each item is checked, there is a difference in condition of the item from that listed on the nontemporary storage inventory, I will prepare an Exception Sheet, and such differing conditions will be noted thereon. When I elect to make a new inventory, differences as to condition of individual items, as compared with the nontemporary storage inventory, will be shown on an exception sheet as described above. In event the opinions of my driver and storage contractor's representative differ as to shortages/overages or condition of an item(s), both opinions will be listed on my exception sheet and separately identified as to source. Both parties will sign and date the Exception Sheet, each retaining a legible copy for their respective files. Such Exception Sheet will remain an internal industry document. In the event a claim is filed with the military activity, I will provide legible copies of the Exception Sheet, if any, to the concerned claims officer.
- n. Indicate on inventories prepared on shipments released from nontemporary storage the same article identification and item number as on the nontemporary storage inventory or make a cross-reference on the new inventory indicating the item number and identification from the nontemporary storage inventory (Figure AZ-1), CR reference column). The use of legible photo reproductions of the storage contractor's inventory instead of preparing a new inventory is permissible.
- o. Use the same inventory prepared at origin to verify delivery at destination.

p. Identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment will be separately identified by lot and each article will be assigned a number that must correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article will be such as not to damage any article so identified.

q. Identify items disassembled by the member at origin and record such items in the remarks section of the Household Goods Descriptive Inventory form.

r. Identify items disassembled or serviced by carrier at origin and record such items in the remarks section of the Household Goods Descriptive Inventory form.

s. The term "miscellaneous" or its abbreviation "misc" shall only be used to describe the contents of containers when the total items in a container are too numerous to list on the carton or inventory line item and then only if the room or area from which packed is identified; i.e. "misc-youths room." If such a description is used, I agree not to contest a claim for missing items related to the nature of such cartons.

25. Unethical Acts. I agree that the Tender of Service signature sheet is signed with knowledge of the law that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully:

a. Falsifies, conceals, or covers up by any trick, scheme, or device, a material fact; or

b. Makes any false, fictitious, or fraudulent statements, or representation; or

c. Makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry will be subject to the provisions of this tender and the penalties prescribed in the criminal law of the United States, i.e., 18 U.S.C. 1001.

#### **PART IV - CERTIFICATION**

26. Violation of Tender of Service and/or Rate Solicitation. Any substantial violation of this tender, or failure to perform in accordance with rate solicitation/commercial tariff/rate tender and/or other legal requirements, may be used as the basis for suspension action by a TO. I also understand that the severity of violation and/or repeated violations of this tender, as determined by the Commander, MTMC, may be used as justification for immediate nonuse, disqualification, or termination of this Tender of Service, without which I am not permitted to participate in further DOD personal property traffic.

27. Effective Date. This Tender of Service will be effective on the date approved by the Commander, MTMC, and will be applicable to shipments of personal property which I

accept for movement and servicing on PPGBLs, commercial bills of lading to be converted to PPGBLs, or purchase orders, and will form a part of the conditions thereof.

28. Terms and Conditions. This paragraph pertains to the Personal Property Government Bill of Lading, hereafter referred to as this Bill of Lading. It is mutually agreed and understood between the United States and Carriers, including Forwarders, who are parties to this Bill of Lading that:

a. This Bill of Lading is governed by the regulation relating thereto as published in Title 41, Part 101-41, of the Code of Federal Regulations, with special attention drawn to 101-41, 302-3 and -4 dealing with GBL terms, conditions, and preparation, and 101-41, 502(B)(2) dealing with interest assessment not covered by the Department Collection Act; and applicable Commercial Shipments Rules and Conditions.

b. Except as provided in 41 CFR 101 or as otherwise stated hereon, this Bill of Lading is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the carrier.

c. All parties to this bill of Lading (carriers, agents, freight forwarders, and others), recognize that this shipment is made under the auspices of the United States Government, agree to forego any liens that may arise from any cause whatsoever and not to detain or impound this shipment made on the usual forms provided therefore by the carrier.

d. Carrier shall in no way demand prepayment of charges nor make any collection of charges at time of delivery.

e. Interest shall accrue from the voucher payment date on overcharges made hereunder and paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.

f. General instructions and administrative directions:

(1) Continuation sheets of the prescribed should be used and attached hereto when space under "Description of Shipment" on the face of this Bill of Lading is inadequate.

(2) Where accessorial or special services, such as exclusive use of a car or truck, expedited service, protective service, re-consignment, etc., are ordered incident to line haul transportation, the Bill of Lading shall be endorsed to show the name of the carrier upon which the request was made and the kind and scope of the special services ordered. The endorsement may be placed on the face hereof under the "Description of Shipment" or under the "Remarks" if space is available, and shall be signed by or for the person who ordered the services. If such an endorsement is impractical, the same

information may be set forth in a statement bearing the number of the covering Bill of Lading, which shall be signed by or for the person who ordered the services and, if possible, attached to the bill of Lading. If the Bill of Lading is not available, the original and one copy of the statement shall be surrendered to the carrier from which the services were ordered, the original to be transmitted to the last line-haul carrier for presentation in connection with the bill for linehaul transportation charges. Where accessorial or special services are shown as ordered but were not furnished, the Bill of Lading shall be so annotated.

**Figure AZ-1.** Household Goods Descriptive Inventory